First American Title Company

3400 Central Avenue, Suite 100
Riverside, CA 92506
California Department of Insurance License No. 2549-4

Jekstom .
Chartwell Escrow

Phone:
Fax:

Customer Reference: Watkins / Las Estancias Country Club Inc / Brady

Title Officer:	Porscha Peterson / Larry Silva
Phone:	(951)787-1762
Fax No.:	(866)292-6890
E-Mail:	fahq-ra-rvtitle@firstam.com

E-Mail Loan Documents to:	Lenders please contact the Escrow Officer for email address for sending loan documents.
Owner:	Michael W. Watkins and Las Estancias Country Club Inc and William L. Brady
Property:	67527 Portales Drive Cathedral City, CA 92234

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties*. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 16, 2025 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Ext Loan Policy if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy (with Western Regional Exceptions) and the ALTA Loan Policy if the land described is an unimproved residential lot or condominium unit.

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Michael W. Watkins and William L. Brady, A married couple as Joint Tenants

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Subleasehold Estate created by that certain CONDOMINIUM SUBLEASE executed by DESERT PRINCESS COUNTRY CLUB & RESORT CO., A GENERAL PARTNERSHIP, Sublessor, and ELLIOTT G. GOLDSTONE, A SINGLE MAN, Sublessee, and subject to all of the provisions therein contained, as disclosed by SAID DOCUMENT, dated November 21, 1985 recorded December 18, 1985 as INSTRUMENT NO. 85-284522 of Official Records of Riverside County, California for the term and upon the terms and conditions contained in said sublease.

SUBLESSOR'S interest in said SUBLEASE was assigned to LAS ESTANCIAS DEVELOPMENT COMPANY, INC., A CALIFORNIA CORPORATION by a(n) ASSIGNMENT OF LESSOR'S INTEREST IN CONDOMINIUM SUBLEASE recorded JUNE 06, 1986 as INSTRUMENT NO. 86-132200 of Official Records of Riverside County, California.

SUBLESSEE'S interest in said SUBLEASE was assigned to MICHAEL W. WATKINS AND WILLIAM L. BRADY, A MARRIED COUPLE AS JOINT TENANTS by a(n) ASSIGNMENT recorded January 25, 2022 as INSTRUMENT NO. 22-40155 of Official Records of Riverside County, California.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any easements or servitudes appearing in the Public Records.
   Affects: Common Area.

4. Covenants, conditions and restrictions as contained in BUSINESS LEASES PSL-269 executed by ROBERT JUAN GILLETE WELMAS, ET AL., Lessor, and LAS ESTANCIAS COUNTRY CLUB, A CALIFORNIA CORPORATION, Lessee, subject to all of the provisions therein contained, as disclosed by SAID DOCUMENT dated NOT SHOWN recorded JUNE 29, 1979 as INSTRUMENT NO. 136637 AND JULY 31, 1979 AS INSTRUMENT NO. 160695, BOTH of Official Records of Riverside County, California.

   Said LEASE was amended by a(n) SUPPLEMENTAL AGREEMENT NOS. dated NOT SHOWN as disclosed by SAID DOCUMENT recorded JULY 15, 1985 as INSTRUMENT NO. 85-155008,155009 AND 155010, FEBRUARY 03, 1992 AS INSTRUMENT NO. 92-37839, JANUARY 12, 1995 AS INSTRUMENT NO. 95-11199 AND APRIL 11, 2006 AS INSTRUMENT NO. 06-257111, ALL of Official Records of Riverside County, California for the term and upon the terms and conditions contained in said amendment.

   THE TERM SAID LEASE WAS EXTENDED TO MAY 17, 2069 BY NOTICE OF EXERCISE OF OPTION AND ACKNOWLEDGMENT OF SUBSTANTIAL COMPLETION RECORDED AUGUST 23, 1985 AS INSTRUMENT NO. 85-189479 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

   (A) Any facts, rights, interest or claims which are not shown by the public records which could be ascertained by making inquiry of the lessors and their successors in interest, in the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.

   (B) The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.

5. Covenants, conditions and restrictions as contained in BUSINESS SUBLEASE executed by LAS ESTANCIAS DEVELOPMENT COMPANY, INC., A CALIFORNIA CORPORATION, Sublessor, and WATT INDUSTRIES/PALM SPRINGS INC., A CALIFORNIA CORPORATION, Sublessee, subject to all of the provisions therein contained, as disclosed by SAID DOCUMENT dated NOT SHOWN recorded MARCH 16, 1984 as INSTRUMENT NO. 84-53601Riverside County, California.

   Said SUBLEASE was amended by a(n) AMENDMENT TO BUSINESS SUBLEASE dated NOT SHOWN as disclosed by SAID DOCUMENT recorded MARCH 16, 1984 as INSTRUMENT NO. 84-53602, BY SECOND AMENDMENT TO BUSINESS SUBLEASE RECORDED JULY 15, 1985 AS INSTRUMENT NO. 85-155011 AND BY AMENDMENT TO BUSINESS SUBLEASE RECORDED JULY 15, 1985 AS INSTRUMENT NO. 85-155012, ALL of Official Records of Riverside County, California for the term and upon the terms and conditions contained in said amendment.

   (A) Any facts, rights, interest or claims which are not shown by the public records which could be ascertained by making inquiry of the lessors and their successors in interest, in the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.

(B) The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.

6. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded JUNE 19, 1984 as INSTRUMENT NO. 84-131239 AND DECEMBER 18, 1985 AS INSTRUMENT NO. 85-284522, BOTH of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

   Document(s) declaring modifications thereof recorded JANUARY 21, 2009 as INSTRUMENT NO. 09-28911 of Official Records.

7. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded JUNE 19, 1984 as INSTRUMENT NO. 84-131240 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

   Document re-recorded JUNE 29, 1984 as INSTRUMENT NO. 84-140538 AND DECEMBER 18, 1985 AS INSTRUMENT NO. 85-284522, BOTH of Official Records.

   Document(s) declaring modifications thereof recorded JUNE 1, 1995 as INSTRUMENT NO. 95-175105; JANUARY 21, 2009 AS INSTRUMENT NO. 09-28910 AND JUNE 13, 2022 AS INSTRUMENT NO. 22-296888, ALL of Official Records.

A declaration of annexation recorded SEPTEMBER 26, 1984 as INSTRUMENT NO. 84-209142 AND DECEMBER 11, 1985 AS INSTRUMENT NO. 85-279022, BOTH of Official Records but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

8. Covenants, conditions and restrictions as contained in SUBLEASE executed by DESERT PRINCESS COUNTRY CLUB AND RESORT, CO., A PARTNERSHIP, Sublessor, and ELLIOTT G. GOLDSTONE, A SINGLE MAN, Sublessee, subject to all of the provisions therein contained, as disclosed by SAID DOCUMENT dated November 21, 1985 recorded DECEMBER 18, 1985 as INSTRUMENT NO. 85-284522Riverside County, California.

   SUBLESSOR'S interest in said SUBLEASE was assigned to LAS ESTANCIAS DEVELOPMENT COMPANY, INC., A CALIFORNIA CORPORATION by a(n) ASSIGNMENT OF LESSOR'S INTEREST IN CONDOMINIUM SUBLEASE recorded JUNE 06, 1986 as INSTRUMENT NO. 86-132200 of Official Records of Riverside County, California.

   SUBLESSEE'S interest in said SUBLEASE was assigned to MICHAEL W. WATKINS AND WILLIAM L. BRADY, A MARRIED COUPLE AS JOINT TENANTS by a(n) ASSIGNMENT recorded January 25, 2022 as INSTRUMENT NO. 22-40155 of Official Records of Riverside County, California.

   (A) Any facts, rights, interest or claims which are not shown by the public records which could be ascertained by making inquiry of the lessors and their successors in interest, in the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.

   (B) The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.

9. The fact that the land lies within the boundaries of the CATHEDRAL CITY Redevelopment Project Area, as disclosed by various documents of record.

10. Rights of parties in possession.

11. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as WILLIAM BRADY. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

12. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as MICHAEL WATKINS. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

13. The following note is for your information and will be deleted from any policy:

    Transfer of the subleasehold interest or leasehold interest referenced herein requires conveyance by assignment with acceptance and agreement by the assignee and consent by the sublessor or lessor.

Also if the herein described property is Indian leased land any transfer or encumbrances of said subleasehold interest or leasehold interest must be approved by the Bureau of Indian Affairs.

14. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**

    A. AN AFFIDAVIT (Click Here), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;

    B. THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND

    C. A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.

15. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.

16. **An Owner's Certification must be completed, executed, and returned to the Company.**

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	$2,412.35, PAID
Penalty:	$0.00
Second Installment:	$2,412.35, PAID
Penalty:	$0.00
Tax Rate Area:	019-000
A. P. No.:	009-612-328

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

   When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Condominium known as 67527 Portales Drive, Cathedral City, CA 92234.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

4. Note: Please contact the Homeowner's Association and/or their successors and assigns or any other appropriate entity regarding assessments, transfer fees and other requirements that may be due or imposed upon the contemplated transaction pursuant to the above document(s). Reference is made to the recorded document(s) for full particulars.

   NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Cathedral City, County of Riverside, State of California, described as follows:

A Leasehold Estate created by that certain Sublease executed by Desert Princess Country Club and Resort, Co., a Partnership, Lessor, and Elliott G Goldstone, a single man, Lessee, and subject to all of the provisions therein contained, as disclosed by said Document, Recorded December 18, 1985 as Instrument No. 85-284522 of Official Records of Riverside County, California.

A Subleasehold Condominium composed of:

Parcel 1:

An undivided 1/51 interest in and to Lots 1, 12 and A of Tract No. 17795-2, and the improvements thereon, in the City of Cathedral City, County of Riverside, State of California, as per amended Map recorded in Book 148, Pages 7 through 11 inclusive of Maps, in the Office of the County Recorder of said County;

Except Units 242 through 292 inclusive as shown on the Revised Condominium Plan recorded on July 16, 1985 as Instrument No. 156139 of Official Records, in the Office of the County Recorder of Riverside County, California (said Condominium Plan);

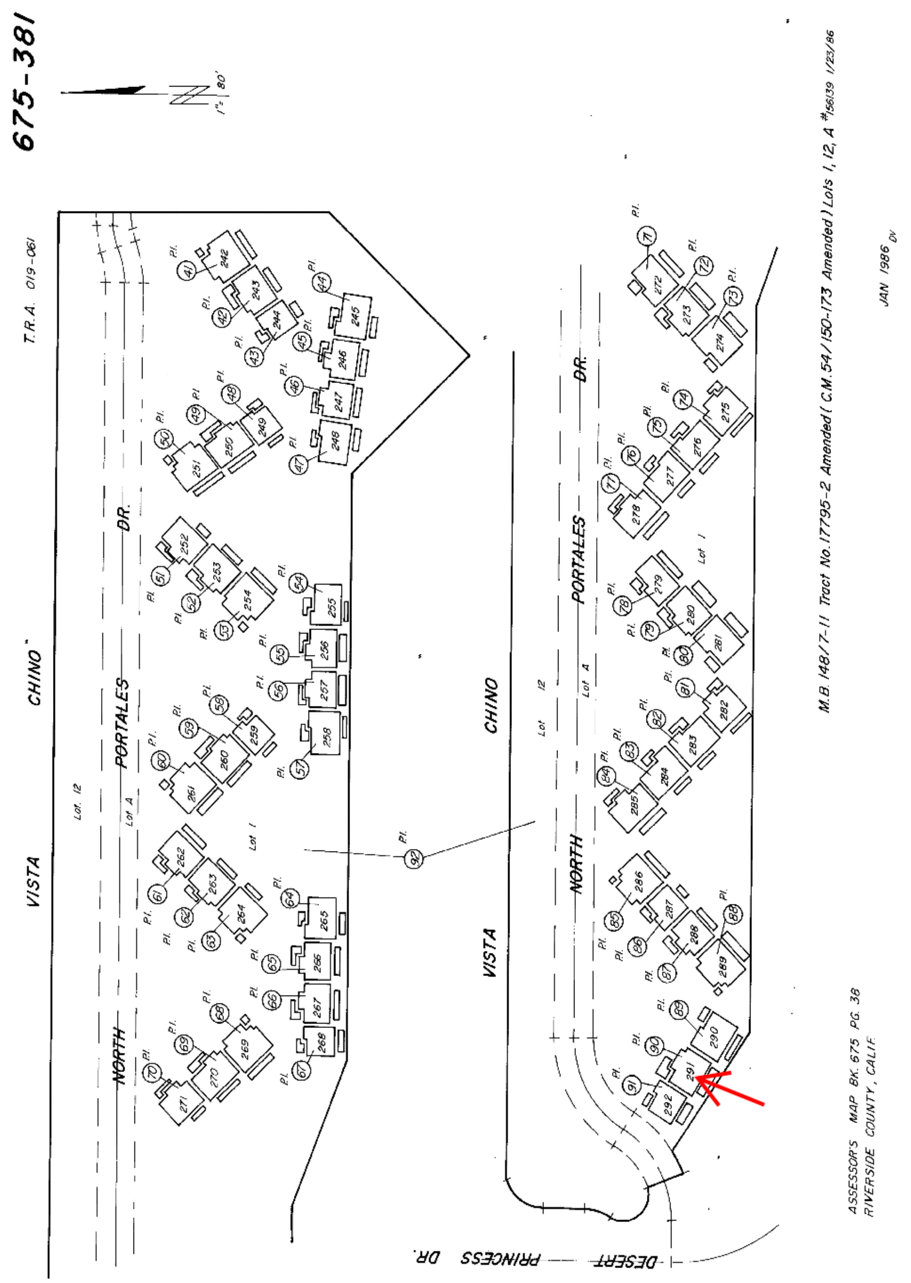
Parcel 2:

Unit 291, as shown on the Revised Condominium Plan, recorded July 16, 1985 as Instrument No. 156139 of Official Records.

Parcel 3:

A non-exclusive easement for ingress, egress, use and enjoyment, subject to the provisions of said Declaration over the Common Area of Lots 1, 12 and A of Tract No. 17795-2, in the City of Cathedral City, County of Riverside, State of California, as per amended map recorded in Book 148, Pages 7 through 11 of Maps, in the Office of the County Recorder of said County, as defined in said Declaration (Except for those portions of such Common Area occupied by Residential Buildings).

APN: 009-612-328


675-381
T.R.A. 019-061
VISTA CHINO
NORTH PORTALES DR.
DESERT PRINCESS DR.
M.B. 148/7-11 Tract No.17795-2 Amended (C.M.54/150-173 Amended) Lots 1, 12, A #56139 1/23/86
JAN 1986
ASSESSOR'S MAP BK. 675 PG. 38
RIVERSIDE COUNTY, CALIF

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or $2,500 (whichever is less)	$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    (i) the occupancy, use, or enjoyment of the Land;
    (ii) the character, dimensions, or location of any improvement erected on the Land;
    (iii) the subdivision of land; or
    (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
    (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
    (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    (c) resulting in no loss or damage to the Insured Claimant;
    (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
    (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    (a) a fraudulent conveyance or fraudulent transfer; or
    (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.